



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

P. MICHAEL FREEMAN
FIRE CHIEF
FORESTER & FIRE WARDEN

November 8, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF CONTRACTS FOR AS-NEEDED EMERGENCY RESPONSE
HAZARDOUS MATERIALS CLEANUP SERVICES AS REQUIRED BY THE
CONSOLIDATED FIRE PROTECTION DISTRICT
(ALL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF
THE CONSOLIDATED FIRE PROTECTION DISTRICT:

1. Find that these contracts are exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Instruct the Chair to sign the three-year contracts (Attachment A) substantially similar to the form attached with Advanced Cleanup Technology, Ecology Control Industries, and United Pumping Services to provide As Needed Emergency Response Hazardous Material Cleanup Services to the Consolidated Fire Protection District of Los Angeles County after execution by the parties and approval as to form by County Counsel.
3. Authorize the Fire Chief or his designee to suspend and/or terminate these contracts, if deemed necessary, in accordance with the District's contract for As-Needed Emergency Response Hazardous Material Cleanup Services. In addition, authorize the Fire Chief or his designee to amend these contracts by way of extension, not to exceed two (2) years and an additional twelve (12) month-to-month extensions not to exceed a total of six (6) years.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY

CALABASAS
CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY

DIAMOND BAR
DUARTE
EL MONTE
GARDENA
GLENDALE
HAWAIIAN GARDENS
HAWTHORNE

HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY
INGLEWOOD
IRVINDALE
LA CANADA FLINTRIDGE
LA HABRA

LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER
LAWNDALE
LOMITA
LYNWOOD

MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT
PICO RIVERA

POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

4. Authorize the contract expenditures for \$100,000 per year for all three contractors for the first three (3) contract years. This represents the total annual cost based on the District's previous and current fiscal year expenditures. In addition, authorize expenditures for all three contracts for two (2) additional one-year periods and additional twelve (12) month-to-month extension in the same annual amount to include Cost of Living Adjustment (COLA) requests for multi-year service contracts. (Policy No. 5.070 of the Board of Supervisors Policy Manual).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of these recommended actions is to enable the District to continue to obtain As-Needed Emergency Response Hazardous Material Cleanup services for the District's Health Hazardous Materials Division (HHMD). The current contract expires on November 8, 2005.

In 1991, your Honorable Board approved the transfer of the hazardous materials function from the Department of Health Services to the District. As a component of the District's Health Hazardous Materials Division (HHMD), staff responds to spills or releases of hazardous materials to provide technical support and to direct/oversee cleanup or remediation efforts. Health Hazardous Materials Division staff have called upon qualified licensed hazardous materials contractors to perform necessary cleanup activities when a responsible party cannot be located, is unwilling or unable to pay for cleanup or remediation, alternative State/federal funds are unavailable and following a major disaster involving spills or releases of hazardous materials. This was done following the 1993 firestorms, 1993 civil unrest and the January 1994 Northridge Earthquake.

Your Honorable Board has previously approved retention of hazardous materials cleanup contractors to immediately cleanup and abate releases or spills of hazardous materials. The enclosed contracts represent new and updated bids for such services. Health Hazardous Materials Division staff make the determination of an imminent and substantial endangerment to public health or the environment as well as follow criteria mentioned above prior to requesting County-funded contractors to perform necessary abatement activities. Use of the proposed contracts is limited and may often be reimbursable following major disasters by State and federal agencies.

Implementation of Strategic Plan Goals

These contracts are consistent with the County's Strategic Plan Goal of Service Excellence. These services are to be provided on an intermittent basis and the contractors have the appropriate licenses and expertise to complete the work, which will allow the District to provide these services to the public in a more responsive manner. It is consistent with the overall County Strategic Plan Goal, Goal 8, under Public Safety.

ENVIRONMENTAL DOCUMENTATION

The services provided through these contracts will not have a significant effect on the environment and, therefore, the contracts are exempt from CEQA, pursuant to Section 15061 (b) (3) of the CEQA Guidelines.

FISCAL IMPACT/FINANCING:

The District has funds in its Fiscal Year 2005/2006 Operating Budget to finance these services. Funding required for continuing these services will be budgeted annually. The District's expenditures for these contracts will require no increases to existing Board-approved contracted authority. The contract expenditures for all three contracts are \$100,000 annually with allowances for COLA increases throughout the term of these contracts and will be funded within the District's applicable fiscal year budget. Enclosed (Attachment B) are the rates for each of these vendors.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The actions being requested will continue the District's program of using various companies to provide as-needed hazardous material cleanup services. These contracts will provide pre-established rates for the services provided, and will continue to allow a price comparison for services among vendors providing similar services. Establishing contracts with multiple vendors will provide the District with more flexibility in the selection of a vendor based on price, support capabilities, and time constraints. Being one of the contracted vendors places a company on a list of qualified vendors, but does not guarantee a minimum amount of work nor exclusive service to the District. The contractors will not be performing services which will exceed the contract's approved amount, scope of work, and/or terms. Each contractor has been certified by the State of California to haul hazardous waste with vehicles specifically permitted for this purpose. On final analysis and consideration of the awards, contractors were selected without regard to race, color, creed, or national origin.

CONTRACTING PROCESS:

On August 2, 2005, the District released an Invitation for Bid (IFB) to solicit responses for As-Needed Emergency Response Hazardous Material Cleanup services. Bid advertisement was posted on the County's WebVen, and published in 12 community newspapers. Responses were received from 4 companies.

The District has evaluated and determined that the contractors comply with the District's policy of compliance with the Community Business Enterprises Program (Attachment C), Child Support Compliance Program, Contractor's Responsibility and Debarment Program, the Safely Surrendered Baby Law, and the Contractor Employee Jury Services-Program,

and agree to maintain compliance with all requirements throughout the term of their contracts. The District has reviewed the Better Business Bureau and the state's Business License website to assess the proposed contractor's past performance, negative experience, and complaints with other agencies.

The contract does include a Cost of Living Adjustment for the additional two (2) one-year and twelve (12) month-to-month extensions, which allows for the contract amount to be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index. Also, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increases in County employee's salaries, no COLA's will be granted.

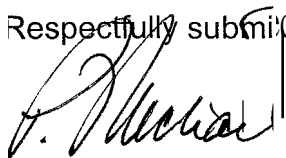
IMPACT ON CURRENT SERVICE (OR PROJECTS):

The award of these contracts will not result in the displacement of any County employees, as these services are presently contracted with the private sector.

CONCLUSION:

Upon approval by your Honorable Board, the District will need two (2) original certified copies of the adopted Board Letter and contract. It is requested that the Executive Office of the Board notify the District's Contract Administrator, Lucy Guadiana, at (323) 838-2275 when the documents become available.

Respectfully submitted,



P. MICHAEL FREEMAN

PMF:lg

Enclosures

C* Chief Administrative Officer
 County Counsel
 Auditor-Controller

APPENDIX A

SAMPLE CONTRACT



CONTRACT

BY AND BETWEEN

**CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY**

AND

(CONTRACTOR)

FOR

**AS-NEEDED EMERGENCY RESPONSE HAZARDOUS
MATERIALS CLEANUP SERVICES**

**SAMPLE CONTRACT PROVISIONS
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SAMPLE CONTRACT
CONTRACT BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY
AND

FOR

**AS-NEEDED EMERGENCY RESPONSE HAZARDOUS
MATERIALS CLEANUP SERVICES**

This Contract, including all Exhibits, is made and entered into this ____ day of _____, 2005,

by and between

CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY
(hereafter "District"),

and

(hereafter "Contractor").

RECITALS

WHEREAS, the District is authorized by the California Health and Safety Code Section 25100 et seq. relative to Hazardous Waste Control on behalf of the State of California; and Health and Safety Code Section 13861 to contract with public or private companies to provide As-Needed Emergency Response Hazardous Materials Cleanup services on an as-needed basis; and

WHEREAS, the District has the responsibility for investigation of hazardous materials spills within its jurisdiction and for which immediate action is necessary to protect the public's health and safety; and

WHEREAS, the District has neither sufficient personnel or equipment to address necessary cleanup activities for hazardous material in certain emergency situation; and

WHEREAS, Contractor possesses staff, equipment, experience and is prepared to provide emergency services necessary to properly analyze, contain, remediate and ultimately dispose of hazardous materials in accord with State regulations within geographical areas of Los Angeles County;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree as follows:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, and H, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Statement of Hourly Rates, Costs, and Fixed Fees
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - District's Administration
- 1.5 EXHIBIT E - Contractor's Administration
- 1.6 EXHIBIT F - Forms Required at the Time of Contract Execution
- 1.7 EXHIBIT G - Jury Service Ordinance

1.8 EXHIBIT H - Safely Surrendered Baby Law

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.4 - Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 Contract: Agreement executed between District and Contractor. It sets forth the terms and conditions for the issuance and performance of the *Statement of Work, Exhibit A*.

2.2 Contractor: The sole proprietor, partnership, or corporation that has entered into a contract with the District to perform or execute the work covered by the *Statement of Work*.

2.3 Contractor Project Manager: The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.4 County: Refers to the County of Los Angeles.

2.5 District: Refers to the Consolidated Fire Protection District of Los Angeles County.

2.6 District Contract Director: Person designated by District with authority for District on contractual or administrative matters relating to this contract that cannot be resolved by the District Contract Administrator.

2.7 District Contract Administrator: Person designated by District's Contract Director to manage the operations under this Contract.

2.8 District Contract Project Manager: Person with responsibility to oversee the day to day activities of this Contract for the District. Responsibility for inspections

of any and all tasks, deliverables, goods, services and other work provided by Contractor.

2.9 Day(s): Calendar day(s) unless otherwise specified.

2.10 Fiscal Year: The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 STATEMENT OF WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Exhibit A*.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the District.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be for a period of three (3) years commencing after execution by the Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The District shall have the sole and exclusive option to extend the Contract term for two (2) one-year periods and additional twelve (12) month-to-month extensions, for a maximum total Contract term of six (6) years. Each extension shall be exercised individually and separately at the sole and exclusive discretion of the Fire Chief or authorized designee.

4.3 Contractor shall notify District when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to District at the address herein provided in *Exhibit D – District's Administration*.

5.0 CONTRACT SUM

5.1 The amount the District shall expend from its own funds during the Contract's entire Term for As-Needed Emergency Response Hazardous Materials

Cleanup Services shall not exceed **\$100,000.00** per Fiscal Year. Effective upon the expiration of the Contract's first year, the Contract allows for the subsequent two (2) years of the Contract's Initial Term and the renewal options that include two (2) one-year periods and twelve (12) month-to-months extensions be subject to Sub-Paragraph 5.6, Cost of Living Adjustments (COLA's).

5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the District's express prior written approval.

5.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to District at the address herein provided in *Exhibit D, District's Administration*.

5.4 No Payment for Services Provided Following Expiration/ Termination of Contract

Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify District and shall immediately repay all such funds to District. Payment by District for services rendered after expiration or termination of this Contract shall not constitute a waiver of District's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A -*

Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B – Statement of Hourly Rates, Costs, and Fixed Fees*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with *Exhibit B - Statement of Hourly Rates, Costs, and Fixed Fees*.

5.5.3 The Contractor's invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by District, provided that the Contractor is not in default under any provisions of this Contract. Contractor is to provide the completed **ORIGINAL** invoice, along with one (1) copy to the following to:

Consolidated Fire Protection
District of Los Angeles County
Financial Management Division
Expenditure Management
P.O. Box 910901
Commerce, CA 90091-0901

5.5.6 District Approval of Invoices. All invoices submitted by the Contractor for payment must have the written approval of the District Contract Project Manager prior to any payment thereof. In no event shall the District be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the District. To assist the

District in making timely payment for services provided hereunder,
Contractor's invoice shall contain the following:

- (1) Contract number.
- (2) Job location and/or address.
- (3) Hourly rates charged or flat rate per job, as identified.
- (4) Number of hours per service.
- (5) A breakdown of labor hourly rate and material cost as separate items, e.g. (labor: 3 hours @ \$30.00/hour = \$90.00).

This detail is required whether the job price is quoted as total price or time and material at the beginning of any individual work item.

- (6) Fixed fees (e.g., any flat rate job) authorized by the District's Project Manager or authorized designee
- (7) Employee Name and Employee Number of District Employee who ordered or authorized service
- (8) Subcontractor or sublet cost (with supporting documentation of costs incurred), testing costs, disposal fees, dump fees, etc.
- (9) Signature of authorized District employee. Contractor's failure to obtain the signature of the District employee authorizing the work shall invalidate the service request and will result in non-payment.

5.5.7 Contractor shall send one (1) copy of the invoice to the District representative authorizing the work, which shall review and approve all invoices of payment. Copy shall be mailed or faxed to:

Consolidated Fire Protection District of Los Angeles County
Health Hazardous Materials Division
5825 Rickenbacker Road
Commerce, CA 90040
Attn: Bill Jones, Chief

5.5.8 Contract Discrepancy Report

District's Project Manager shall review all invoices for any discrepancies and issue a Contract Discrepancy Report (CDR) to Contractor within five (5) working days of invoice if payment amount are disputed. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within five (5) working days of receipt of the CDR from District's Project Manager. If District's Project Manager does not receive a written response with five (5) working days of District's notice to Contractor of a CDR, then District payment will be made, less the disputed charges.

5.5.9 District's Right to Withhold

In addition to any rights of District provided in this Contract, or at law or in equity, District may, upon notice to Contractor, withhold payment for any work while contract is in default hereunder, or at any time that Contractor has not provided District approved Work, except that District shall not withhold payment for work that has already been approved before Contractor entered default or failed to provide approved work.

5.6 Cost of Living Adjustments (COLA's)

The Contract (hourly, daily, monthly, etc.) amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no cost of living adjustments will be granted. Contractor must submit proposed adjustment to District's Contract Administrator. All price increases shall be subject to acceptance and approval by the District's Contract Administrator.

After approval by the District's Contract Administrator, the revised price may not be increased for a period of one year from the date of District's approval.

6.0 ADMINISTRATION OF CONTRACT – DISTRICT

DISTRICT ADMINISTRATION

A listing of all District Administration referenced in the following Sub-paragraphs are designated in *Exhibit D, District's Administration*. The District shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 District's Contract Director

Refer to Exhibit D, District's Administration

Responsibilities of the District's Contract Director include:

- Making authoritative decisions on contractual or administrative matters relating to this Contract that cannot be resolved by the District Contract Administrator.

6.2 District's Contract Administrator

Refer to Exhibit D, District's Administration

The responsibilities of the District's Contract Administrator include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4, Change Notices and Amendments; and
- providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

6.3 District's Contract Project Manager

Refer to Exhibit D, District's Administration

The District's Contract Project Manager is responsible for overseeing the day-to-day administration of this Contract. These responsibilities include:

- Meeting with Contractor's Project Manager on a regular basis and

- Inspecting any and all task, deliverable, goods, services, or other work provided by or on behalf of Contractor.

The District's Contract Project Manager is not authorized to make any changes in any of the terms and conditions of this contract and is not authorized to further obligate District in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in *Exhibit E-Contractor's Administration*. The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with District's Contract Project Manager on a regular basis.

7.2 Approval of Contractor's Staff

District has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

7.3 Confidentiality

Contractor shall maintain the confidentiality of all records obtained from the District under this Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. The Contractor shall cause each employee performing services covered by this Contract to sign at time of hire and adhere to the "*Contractor Employee Acknowledgment & Confidentiality Agreement*", *Exhibit F1*.

Contractor shall cause each non-employee performing reoccurring services covered by this Contract to sign before beginning service and adhere to the

*"Contractor Non-Employee Acknowledgment & Confidentiality Agreement",
Exhibit F2.*

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the District. Any unapproved assignment or delegation shall be null and void. Any payments by the District to any approved delegate or assignee on any claim under this Contract shall be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.

8.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District's express prior written approval, may result in the termination of this Contract.

8.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that the Board of Supervisors adopts, in any
fiscal year, a County Budget which provides for reductions in the

salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to District Contracts, the District reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The District's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

8.4 CHANGE NOTICES AND AMENDMENTS

- 8.4.1** The District reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by District's Contract Administrator.
- 8.4.2** For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the District's Contract Administrator.
- 8.4.3** The Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The District reserves the right to add and/or change such provisions as required by the Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by District's Contract Administrator.
- 8.4.4** The District's Contract Administrator, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by

District.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. Within thirty (30) business days after Contract's effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.1 The District will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.2 If the District requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the policy within five (5) business days.

8.5.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.

The Contractor shall preliminarily investigate all complaints and notify the District's Contract Director of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the District's Contract Director within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify and hold harmless the District from and against any and all liability, damages, costs, and expenses, including,

but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Exhibit C - Contractor's EEO Certification*.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit G* and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the District's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service

with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more District contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the District under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub- paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify District if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The District may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the District's satisfaction that

Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future District contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No District employee whose position with the District enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the District's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the District's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the District. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the District's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the District acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the

District may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on any District Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the District.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

If there is evidence that the Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the County shall be provided an opportunity to object to the tentative proposed decision

prior to its presentation to the Board of Supervisors. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of District Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF DISTRICT'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the District places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the District's policy to encourage all District Contractors to voluntarily post the District's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO DISTRICT'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the District has established a goal of ensuring that all individuals who benefit financially from the District through Contract or Purchase Order are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the District's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the

Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 DISTRICT'S QUALITY ASSURANCE PLAN

The District or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the District determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the District and the Contractor. If improvement does not occur consistent with the corrective action measures, the District may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO DISTRICT FACILITIES, BUILDINGS OR GROUNDS

8.16.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If Contractor fails to make timely repairs, District may make any necessary repairs. All costs incurred by District, as determined by District, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The District and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the District and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not

limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the District may be found jointly or solely liable.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 This Contract is by and between the District and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the District and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The District shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the District. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.21.4 As previously instructed in Sub-paragraph 7.3 Confidentiality, the Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the *“Contractor Employee Acknowledgment, & Confidentiality,” Exhibit F1*. The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the *“Contractor Non-Employee Acknowledgment, & Confidentiality,” Exhibit F2*.

8.22 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the District, the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the District and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the District. Such coverage shall be provided and maintained at the Contractor's own expense.

8.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Consolidated Fire Protection District
of Los Angeles County
Materials Management Division / Contracts Section
5801 S. Eastern Avenue, Suite 100

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the District is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the District's approval. The District retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the District, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the District with an A.M. Best rating of not less than A:VII unless otherwise approved by the District.

8.23.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the District, shall constitute a material breach of the Contract upon which the District may immediately terminate or suspend this Contract. The District, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the District

may purchase such required insurance coverage, and without further notice to the Contractor, the District may deduct from sums due to the Contractor any premium costs advanced by the District for such insurance.

8.23.4 Notification of Incidents, Claims or Suits: Contractor shall report to the District:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the District. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on District property. This report shall be submitted on a District "Non-employee Injury Report" to the District's Contract Administrator.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of District property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.23.5 Compensation for District Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the District, the Contractor shall pay full compensation for all costs incurred by the District.

8.23.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The District retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.24 INSURANCE COVERAGE REQUIREMENTS

8.24.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto” **and include pollution/asbestos liability coverage.**

8.24.2 Pollution and Asbestos Liability

Insurance covering liability arising from the release, discharge, escape, dispersal or emission of pollutants, **including asbestos** whether gradual or sudden, and including coverage for costs and expenses associated with voluntary clean-up, testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests, in an amount of not less than \$1 million per occurrence and aggregate.

8.24.4 Workers’ Compensation and Employers’ Liability

Insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Long shore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease - policy limit: \$1 million

Disease - each employee: \$1 million

8.24.5 Professional Liability insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officer or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The Coverage also shall provide extended two-year reporting period commencing upon termination or cancellation of this Contract.

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the District, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the District, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the District, will be forwarded to the Contractor by the District, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the District determines that there are deficiencies in the performance of this Contract that the District deems are correctable by the Contractor over a certain time span, the District will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the District may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Appendix C, Technical Exhibit 2*, hereunder, and that the Contractor shall be liable to the District for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the District may correct any and all deficiencies and the total costs incurred by the District for completion of the work by an alternate source, whether it be District forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the District, as determined by the District.

8.25.3 The action noted in Sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the District cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.25.4 This Sub-paragraph shall not, in any manner, restrict or limit the District's right to damages for any breach of this Contract provided by

law or as specified in the PRS or Sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the District's right to terminate this Contract as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the District.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.27.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit C - Contractor's EEO Certification*.

8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

- 8.27.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.27.6** The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the District.
- 8.27.7** If the District finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.27.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8 .28 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict District from

acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the District Contract Administrator and/or District Contract Director any dispute between the District and the Contractor regarding the performance of services as stated in this Contract. If the District Contract Administrator and/or District Contract Director is not able to resolve the dispute, the District or designee, shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit*

H, Safely Surrendered Baby Law, of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits D -District's Administration* and *E - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The District shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the District agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the District's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bid (IFB) used in the solicitation process for this Contract, become the exclusive property of the District. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The District shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so

marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the District is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the District from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.36 PUBLICITY

8.36.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the District shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the District without the prior written consent of the District’s Contract Director. The District shall not unreasonably withhold written consent.

8.36.2 The Contractor may, without the prior written consent of District, indicate in its proposals and sales materials that it has been awarded this Contract with the District, provided that the requirements of this Sub-paragraph 8.36 shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the District, or their authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the District during the term of this Contract and for a period of five (5) years thereafter unless the District's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the District's option, the Contractor shall pay the District for travel, per diem, and other costs incurred by the District to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.37 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

8.37.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the

District may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the District's maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

8.38 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.39 SUBCONTRACTING

8.39.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the District**. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.

8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the

District's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and

- Other pertinent information and/or certifications requested by the District.

8.39.3 The Contractor shall indemnify and hold the District harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.

8.39.5 The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this District right.

8.39.6 The District Contract Director is authorized to act for and on behalf of the District with respect to approval of a subcontract and subcontractor employees.

8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.

8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the District from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Consolidated Fire Protection District of Los Angeles County
Health Hazardous Materials Division
5825 Rickenbacker Road
Commerce, Ca 90040
before any subcontractor employee may perform any work hereunder.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to District's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the District under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the District may terminate this Contract pursuant to Sub-paragraph 8.42 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, at its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-paragraph 8.37, Record Retention & Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

8.42.1 The District may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of District's Contract Director:

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverables, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.

8.42.2 In the event that the District terminates this Contract in whole or in part as provided in Sub-paragraph 8.42.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to; acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every

case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the District has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the District that the Contractor was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41- Termination for Convenience.

8.42.5 In the event the District terminates this Contract in its entirety due to the Contractor's default as provided in Sub-paragraph 8.42.1, the Contractor and the District agree that the District will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the District's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the District agree that the District shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.42.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the District for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the District by cash payment upon demand or, at the sole discretion of the District, or designee,

deducted from any amounts due to the Contractor by the District, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the District is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.22 - Indemnification.

- 8.42.6** The rights and remedies of the District provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

- 8.43.1** The District may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any District officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the District shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

- 8.43.2** The Contractor shall immediately report any attempt by a District officer or employee to solicit such improper consideration. The report shall be made either to the District Contract Director charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

- 8.43.3** Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.44 TERMINATION FOR INSOLVENCY

8.44.1 The District may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the District provided in this Sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST POLICY

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the District may in its sole discretion, immediately terminate or suspend this Contract.

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the District shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the District's future fiscal years unless and until the Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this

Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The District shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.48 WAIVER

No waiver by the District of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 WARRANTY AGAINST CONTINGENT FEES

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, the District shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.1.1 This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.1.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.1.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a District official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.1.4 If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the District any difference between the contract amount and what the District's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if Contractor is no longer eligible for certification as a result in a change of their status and Contractor

failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the Consolidated Fire Protection District of Los Angeles County, by order of its governing body the Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: (_____ Name _____)

By _____
Name Title

CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY

By _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

REQUIRED FORMS - EXHIBIT 1

Consolidated Fire Protection District of Los Angeles County

As-Needed Emergency Response Hazardous Materials Cleanup Services

Statement of Hourly Rates, Costs, and Fixed Fees

Name of Business Advanced Cleanup Technologies, Inc.

Address 18414 S. Santa Fe Ave

City Rancho Dominguez

State CA

Zip 90221

Contact

Name Bernard Herron

Phone 310.763.1423

Fax 310.763.9076

24 hr Contact Phone 800.334.2284

Toll Free Number 800.334.2284

Business Days & Hours 24 Hrs/Day, 7 Days/Week, 365 Days/Year

State your service specialty:

Environmental Emergency Response and Cleanup

2.0 The hourly labor rates for this contract shall be:

Regular and hourly rate	\$ See Attached Rate Schedule
Journey person	\$ 11
Other:	\$ 91
Emergency callout rates	\$ 19
Journey person	\$ 91
Other:	\$ 91

Other fixed fees or unit prices		
Other:	\$	(1) 11

Are rates portal-to-portal ? **X Yes**

Subcontracted work markup percentage (maximum allowed 15%)	15%
--	-----

NOTE: Disposal Costs will be billed at actual cost plus 15%.

F.O.B. Destination -Prepaid freight and add as a separate item on the invoice.

By Bernard Herron

Title General Manager

Date

ACTI 2004 POSTED / EMERGENCY RESPONSE RATES

Item Description	<u>Straight</u> <u>Time</u>	<u>Over</u> <u>Time</u>	<u>Premium</u> <u>Time</u>
<u>HAZARDOUS WASTE TRAINED PERSONNEL</u>			
Project Manager/Incident Commander	87.00	127.00	168.00
Health and Safety Manager	87.00	127.00	168.00
Supervisor	68.00	98.00	130.00
Administrator	63.00	91.00	121.00
Rescue Personnel	65.00	97.50	130.00
Field Chemist	73.00	107.00	141.00
Foreman	58.00	84.00	111.00
Boat Operator	47.00	63.00	81.00
Equipment Operator	40.00	56.00	74.00
Truck Driver	41.00	57.00	75.00
Lead Technician	42.00	59.00	77.00
Technician	38.00	53.00	70.00
Laborer	38.00	53.00	70.00
Word Processor/Clerical	47.00	68.00	89.00
Certified Industrial Hygienist	105.00	154.00	205.00
Registered Geologist	121.00	178.00	236.00
Scalers	58.00	84.00	111.00

All technicians have a minimum of 40 hours training as specified in 29 C.F.R., Part 1910

HAZARDOUS WASTE TRANSPORTATION EQUIPMENT - OPERATED

All transportation equipment is licensed and permitted by the State of California Department of Health Services, California Highway Patrol and The Department of Transportation for the transportation of hazardous materials and waste.

item Description	<u>Straight</u> <u>Time</u>	<u>Over</u> <u>Time</u>	<u>Premium</u> <u>Time</u>
<u>Vacuum Trucks</u>			
35 BBL Black Iron	65.00	87.50	101.00
50 BBL Black Iron	65.00	87.50	101.00
70 BBL Black Iron	65.00	87.50	101.00
70 BBL Black Iron w/Roper	65.00	87.50	101.00
70 BBL Black Iron Roll-Off Vacuum Tank (portable/self-contained)	65.00	87.50	101.00
120 BBL Black Iron	75.00	97.50	110.00
70 BBL Stainless Steel (available upon request)	75.00	97.50	110.00
120 BBL Stainless Steel	85.00	107.00	120.00
120 BBL Rubberlined	105.00	136.50	204.75
Vacuum Truck Demurage	45.00		

All trucks are equipped with 180' 2", 3" and 4" hoses

ACTI 2004 POSTED / EMERGENCY RESPONSE RATES

<u>Item Description</u>	<u>Rate</u>	<u>Unit of Measure</u>
<u>Roll-Off and Dump Trucks</u>		
Single Bin Truck	65.00	hour
Double Bin Track (tractor/trailer)	75.00	hour
Double Bin Truck, 48' Trailer (rocket launcher)	85.00	hour
End Dump Truck	65.00	hour
10 Yard Dump Truck	65.00	hour
Tractor, Low Boy Trailer	89.00	hour
45' Flatbed Trailer	65.00	hour
45' Stake Bed w/Lift Gate	65.00	hour
45' Van w/Lift Gate	65.00	hour
<u>Heavy Equipment</u>		
Backhoe	80.00	hour
Backhoe w/supplied air	95.00	hour
Bobcat/Mustang Loader	95.00	hour
Bobcat w/supplied air	95.00	hour
Caterpillar Wheel Loader	110.00	hour
Filter Press (including ancillary equipment), 2.5 Yard	204.00	hour
Filter Press (including ancillary equipment), 4 Yard	257.00	hour
Forklift	84.00	hour
Soil Compactor (manual)	100.00	day
Stinger Crane, 14 Ton	99.99	hour
Stinger Crane, 18 Ton	120.00	hour

5% Fuel Surcharge applies to all equipment

ROLL-OFF CONTAINERS

6 Yard Open Top	12.00	day
6 Yard Open Top	360.00	month
6 Yard Closed Top	12.00	day
6 Yard Closed Top	360.00	month
8 Yard Closed Top	12.00	day
8 Yard Closed Top	360.00	month
10 Yard Open Top	12.00	day
10 Yard Open Top	360.00	month
10 Yard Closed Top	12.00	day
10 Yard Closed Top	360.00	month
12 Yard Open Top	12.00	day
12 Yard Open Top	360.00	month
12 Yard Closed Top	12.00	day
12 Yard Closed Top	360.00	month
15 Yard Open Top	12.00	day
15 Yard Open Top	360.00	month

ACTI 2004 POSTED / EMERGENCY RESPONSE RATES

ROLL-OFF CONTAINERS, continued

15 Yard Closed Top	12.00	day
15 Yard Closed Top	360.00	month
16 Yard Closed Top	12.00	day
16 Yard Closed Top	360.00	month
20 Yard Open Top	12.00	day
20 Yard Open Top	360.00	month
20 Yard Closed Top	12.00	day
20 Yard Closed Top	360.00	month
25 Yard Vacuum Bin	63.00	day-
25 Yard Vacuum Bin	1,890.00	month
30 Yard Closed Top	• 12.00	day
40 Yard Open Top	12.00	day
40 Yard Open Top	360.00	month
40 Yard Closed Top (asbestos bin)	17.50	day
40 Yard Closed Top (asbestos bin)	525.00	month
Roll-Off Bin (skid tank)	12.00	day
Roll-Off Bin (skid tank)	360.00	month

All subcontractor bins will be charged at cost plus 15%

PORTABLE STORAGE TANKS

1 00 BBL Tank (oil/water separator)	50.00	day
1 00 BBL Tank (oil/water separator)	1,500.00	month
500 BBL Open Top Portable Tank	30.00	day
500 BBL Open Top Portable Tank	900.00	month
500 BBL Frac Tank	30.00	day
500 BBL Frac Tank	900.00	month
Air Cargo Containers	50.00	day
Air Cargo Containers	1,500.00	month
Poly Portable Tank	price upon request	
15 Yard Steam Coil Tank	200.00	month
45' Bird Washing Unit (unoperated)	775.00	month
Personnel Decon Unit	75.00	month
Portable Decon Shower	150.00	month
Portable Decon Unit 20' x 75'	525.00	month
Portable Decon Unit 3 0' x 1 00' (inflatable)	775.00	month
Portable Decon Tank (poly) 15' x 15'	250.00	month
Decon Pool 4' x 4' (round)	15.00	month

Decon units listed above do not include miscellaneous materials used

P

ACTI 2004 POSTED / EMERGENCY RESPONSE RATES

EQUIPMENT

Pumps

2" Diaphragm Pump (M- 1 5)	75.00	day
3" Diaphragm Pump (M- 1 5)	75.00	day
2" Diaphragm Pump (acid)	150.00	day
2" Trash Pump (diesel)	150.00	day
3" Trash Pump (diesel)	180.00	day
4" Trash Pump, centrifugal (diesel)	250.00	day
6" Trash Pump (diesel)	225.00	day
6" Transfer Pump (diesel) w/ 1 00' discharge hose	225.00	day
6" Transfer Pump (diesel) w/200' discharge hose	250.00	day
2" Submersible Pump (hydraulic) w/hoses and power pak	290.00	day
3" Submersible Pump (hydraulic) w/hoses and power pak	400.00	day
4" Submersible Pump (hydraulic) w/hoses and power pak	400.00	day
6" Submersible Pump (hydraulic) w/hoses and power pak (guzzler pump) ...	800.00	day
6" Suction Hose, 300 ft.	200.00	day
Hydraulic Hose, 200 ft.	250.00	day
1" Barrel Pump, manual	60.00	day
1" Pogo Pump, manual hand pump	25.00	day
Electric Pump	75.00	day

Heavy Duty Cleaning

Super Sucker/Guzzler	140.00	hour
Guzzler Trailer	100.00	day
Ramps	100.00	day
8" Flexible Hose	5.25	foot
6" Flexible Hose	1.25	foot
4" Flexible Hose	1.00	foot
Super Sucker Turbo Vac (liquid ring vac)	190.00	hour
Hard Pipe, 1 0 ft.	100.00	day
Jetter/Super Sucker	140.00	hour

5% Fuel Surcharge applies to all above listed equipment

Ram (HP 1024) Drum Crusher (diesel), w/operator	150.00	hour
Drum Charge for above listed Drum Crusher	1.00	drum
535 Steam Machine	45.00	hour
325 Steam Machine	45.00	hour
3000 psi Pressure Washer	35.00	hour

Permits will be charged at cost plus 15%

Spill Containment Equipment

17' Avon Boat w/Outboard	75.00	hour
500 BBL Barge w/Lori 3 Brush Skimmer - Robert "G"	400.00	hour

ACTI 2004 POSTED / EMERGENCY RESPONSE RATES

Spill Containment Equipment

Boom Reel w/800 ft. of Ocean Boom	2,500.00	day
Boom Trailer - Large	150.00	day
Boom Trailer - Small	125.00	day
Cargo Trailer	60.00	day
Containment Boom 8" x 12" x 50' length	1.50	foot
Fast Response Trailer	350.00	day
Munson 22' Boat	• 95.00	hour
Response I - 27' Fast Response Boat	95.00	hour
Response II - 18' Vessel	95.00	hour
Response III - 17' Shallow Water/Jet Drive	95.00	hour
Response IV - 15' w/6hp Outboard	75.00	hour
Response V - 45' Fast Response Boat - Megan G.	195.00	hour
Response VI - 30' Fast Response Boat - Michael G	135.00	hour
12' Punts	12.00	hour
14' Punts	12.00	hour
12' Punts w/Outboard, 8.5 hp	25.00	hour
14' Punts w/Outboard, 12.5 hp	27.00	hour
Punt Trailer w/6 Punts, Motors and Support Gear, sib	150.00	day
Float-A-Pump	175.00	day
Elastic Magnum 100 4-Drum Skimmer w/2" Hydraulic Pump	225.00	hour
Elastic Magnum 200 4-Drum Skimmer w/4" Hydraulic Pump	300.00	hour
3" Oilmop Rope Mop Skimmer	375.00	day
Rescue Trailer	1,500.00	day
Seaward Slurp Sea Vac Skimmer	50.00	hour
Skim Pak 2"	150.00	day
Skim Pak 3" Skimmer	250.00	day
Vikoma Sea Skimmer 50 w/Power Pak	250.00	hour
Walosep Skimmer w/Power Pak	225.00	hour
Zodiac Boat w/Outboard	75.00	hour

Fuel is not included for above listed equipment and will be charged at the **posted rate, or cost** plus 15%

Sorbent Products

Rubberized Boom, 2" x 50' Boom, box (2 socks @ 25' or 1 sock @ 50')	168.00	each
S.C. #100 Oil Sorbent Pads	85.00	bale
S.C. #200 Oil Sorbent Pads	80.00	bale
S.C. #600 Sorbent Boom, 8" x 1 O' per Boom	65.00	each
Oil Sorbent Pom-Poms (30/bag)	45.00	bag
Excelsior Boom, Fenced, 25 x 15/roll)	50.00	roll
Excelsior Boom, 50 lb. bale	45.00	each
Sorbent Sweeps, 19" x 100'	165.00	each

ACTI 2004 POSTED / EMERGENCY RESPONSE RATES

Sorbent Products, continued

Sorbent Sweeps, 22" x 35'	85.00	each
Excelsior Roll	63.00	each
Oil Snare On A Rope (3 0 pom-poms/5 O' rope)	44.00	each

Customer is responsible for replacement of damaged boom

Air ,Compressor

125 CFM	160.00	day
185 CFM	170.00	day
425 CFM	225.00	day
	400.00	day
1300 CFM w/hoses and connections	400.00	day
4000 CFM Air Blower	450.00	day
36,000 CFM Air Blower		

Light Towers and Generators

4-Bulb 7 KW Light Tower	225.00	day
Honda EX 1 000 Generator	50.00	day
Honda EM 5000 Generator	75.00	day
15,000 Watt Generator (Port)	125.00	day
25 KW Generator	200.00	day
10 KW Generator	125.00	day
Light Stand 4' - 1 O'	75.00	day
1,000 Watt Light Stand	40.00	day
5,000 Watt Light Stand	90.00	day
Explosion Proof Step Down Box	150.00	day
Explosion Proof Lights	100.00	day

Respiratory Equipment

5 Minute Egress Bottle	45.00	day
6 Person Air Purification Panel BB-50	500.00	day
Air Mask w/Speaking Diaphragm - Positive Press. Demand	35.00	day
Auto Air Cart	300.00	day
North 30 Min. SCBA	75.00	day
Organic Vapor Half-Faced Respirator without Cartridges	35.00	day
Full Face Respirator, without Cartridges	35.00	day
Cartridges	17.00	pair
Mercury Vapor Cartridges	25.00	pair
Oilless Breathing Air Compressor with Backup System	300.00	day
Hepa Vac	150.00	day
Mercury Vac	150.00	day

Decon for the Hepa and Mercury Vac will be charged at an hourly rate

ACTI 2004 POSTED / EMERGENCY RESPONSE RATES

Monitoring Equipment

2-Way Radio, Motorola GP-300, 5 Mile Range	50.00.....	day
Benzene Chip	130.00.....	box
Bio System 4-Gas Detector	125.00.....	day
Bio System 4-Gas Cannonball Continuous Monitor (LEL) Benzene	150.00.....	day
Chlor-N-Oil Test Kit	17.50.....	each
Drager Meter	150.00.....	day
Drager Pump	36.00.....	day
Drager Tube	15.00.....	each
H2S Monitor	15.00.....	day
Haz/Cat Kit	75.00.....	day
Haz/Cat Tube	17.00.....	,each
Helium Meter	250.00.....	day
HNU Photoionization Meter	375.00.....	day
Jerome 411 Mercury Vapor Analyzer (s/n 2309 w/attachments)	200.00.....	day
Leak Hunter	50.00.....	day
Methane Gas Continuous Monitor	40.00.....	day
Mini Rae Pid	200.00.....	day
MSA Pid	200.00.....	day
Photo Vac Pid	350.00.....	day
Snap Shot (plus material)	200.00.....	day

Communications

Cellular Phone w/Charger	84.00.....	day
Eridian Portable Satellite Phone	200.00.....	day
Portable Repeater w/Backup Generator w/MTX I 000	525.00.....	day
*Satellite Phone, Skycell	150-00.....	day

*Calls will be charged separately

LAND VEHICLES - UNOPERATED

All Terrain Vehicles

Argo 8-wheel Drive Personnel Carrier w/Trac System	450.00.....	day
Beach Crawler	300.00.....	day
E.R.U. (Emergency Response Unit)	180.00.....	hour
E.R.U. - STANDBY	• 75.00.....	hour
Hummer, 4x4	25.00.....	hour
Quad, 4x4	200.00.....	day
Quad/Debris Pull Trailer (aluminum)	60.00.....	day
Mule, 4x4	300.00.....	day

Vehicles

Truck w/Fuel Cell	25.00.....	hour
Pickup Truck	15.00.....	hour
Pickup Truck, 4-Wheel Drive	20-00.....	hour

ACTI 2004 POSTED / EMERGENCY RESPONSE RATES

Vehicles, continued

Cargo Van	25.00	hour
15 Passenger Van (crew van)	25.00	hour
15 Passenger Van, 4 x 4	30.00	hour
40 Passenger Bus	60.00	hour

Equipment Truck with Haz-License

20' Flat Bed Trailer	60.00	hour
20' Stake Bed w/Lift Gate (Bobtail or 5 Ton Flatbed)	60.00	hour
20' Box Trailer	65.00	hour
Gear Truck, Stake Bed w/Lift Gate	40.00	hour
Roll-Off Stake Bed	65.00	hour

AIRCRAFT

Cessna Skyhawk 172, 4 Passenger	225.00	hour
Golden Eagle 421, 8 Passenger	475.00	hour
King Air 200, 9 Passenger	1,050.00	hour
Lear Jet 35, 6 Passenger	1,250.00	hour
Metroliner	1,500.00	hour
Mitsubishi MU2, 8 Passenger	950.00	hour

Other aircraft not listed above will be billed at cost plus 15%

MOBILE OFFICE/COMMAND CENTER

1 O' x 45' Command Center - Fully equipped logistics office containing computers, fax machine, copy machine and conference center (price does not include telephones, billed separately)	1,200.00	day
1 O' x 45' Support Trailer/Logistics Trailer, including generator, not including inventory	600.00	day

MISCELLANEOUS EQUIPMENT

Traffic Control Equipment

Arrow Board, Trailer Mounted Diesel Powered	185.00	day
Arrow Board, Trailer Mounted Solar Powered	185.00	day
Delineator	1.50	day
Road Barricade	20.00	day
Safety Traffic Cone	1.50	day
Safety Sign, Men Working	10.00	day

Rescue and Retrieval Equipment

Full Body Harness w/D Ring Front/Back (Osha Approved)	15.00	day
Tri-Pod w/Double Winch (DBI/SALS) (Osha Approved)	135.00	day
Pneumatic Ventilator, Coppus CP-20 (Osha Approved)	125.00	day
Electric Blower	400.00	day

ACTI 2004 POSTED / EMERGENCY RESPONSE RATES

Rescue and Retrieval Equipment, continued

Hom Blower	75.00	day
Response Trailer, w/onboard inventory (BK ONLY)	150.00	day
Rescue Trailer, w/truck (non-operated) (BK ONLY)	1500.00	day

Hydroblasting Equipment

36,000 PSI Blaster	194.25	hour
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36,000 PSI Blaster Equipment

Gun w/ 100' of Hose	16.42	hour
Bi-Mode w/Rotating Lance	23.54	hour
Additional Lance	15.08	hour
Spin Jet	40.70	hour
Foot Control Valve	14.25	hour
Additional Ultra High Pressure Hose	1.09	hour
20,000 PSI Blaster	141.75	hour

20,000 PSI Blaster Equipment

Gun w/100' of Hose	13.52	hour
Rotating Nozzles 2D and 3D	21.13	hour
Spin Jet	34.77	hour
Foot Control Valve	11.95	hour
Additional Ultra High Pressure Hose	1.09	hour
10,000 PSI Blaster @ 60 GPM	76.68	hour
10,000 PSI Blaster @ 42 GPM	57.36	hour
10,000 PSI Blaster @ 22 GPM	48.05	hour
10,000 PSI Blaster @ 10 GPM	38.52	hour

10,000 PSI Blaster Equipment

Gun w/100' of Hose	9.05	hour
Rotating Nozzle	14.85	hour
Spin Jet	26.20	hour
Foot Control Valve	7.84	hour

Additional Hydroblasting Equipment

Air Drill	11.46	hour
Water Feed	6.39	hour
Drill Rods	6.52	hour
Line Mole Jet	9.05	hour
Line Mole Spin	15.21	hour
Abrasive Cutting System	42.00	hour

ACTI 2004 POSTED / EMERGENCY RESPONSE RATES

Additional Hydroblasting Equipment, continued

Flex Lance	12.31	hour
Supply Hose, 1 00'	5.42	hour
Multi-Gun Valve	15.08	hour
Diaphragm Pump	13.52	hour

Hydroblasting Consumables

Nozzles	33.08	each
Drill Bits	38.88	each
Sapphire Tips	73.29	each
Drum Liners	9.66	each
Surfactant	18.35	gallon

SUPPLIESChemicals

Auto Clave (Foreign Garbage)	1.50	pound
* Sterilizer	75	pound

*Plus Transportation, \$250.00 minimum applies

Bleach	5.00	gallon
Citric Acid	89.00	50 lb. bag
Citric Acid	1.78	pound
Citri-Clean	975.15 ...	55 gal. drum
Citri-Clean	17.73	gallon
Corexit 9580	925.00 ...	55 gal. drum
Cytosol, Degreaser	25.00	gallon
Deodorizer (Citri-Orange and Green Apple)	25.00	gallon
Diatomaceous Earth	9.00	25# bag
Encapsulant (for asbestos)	70.00	gallon
Jettison	925.00 ...	55 gal. drum
Jettison	16.82	gallon
Simple Green	10.00	gallon
Soda Ash	65.00	504 bag
Soda Ash	235.00 ...	55 gal. drum
Sodium Bicarbonate	5.50	pound
Steam Con	775.00 ...	55 gal. drum
Tar-Away	700.00 ...	55 gal. drum
Ultra Wash	17.73	gallon
Baking Soda	3.00	pound

Drum a Equipment

Drum Deheader	35.00	day
Drum Dolly, Barrel King	25.00	day

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ACTI 2004 POSTED / EMERGENCY RESPONSE RATES

Drum Equipment, continued

Drum Liners	9.00	each
Hand Truck	15.00	day
4-Wheel Truck	25.00	day
Drum Labels	2.00	each

Environmental Suits

Acid Suit	75.00	each
Beta Acid Suit, Class 11. (Siegel)	180.00	each
Environmental Suit (Acid Kmg)	100.00	each
Nomex	90.00	each
Level A Suit	945.00	each
Level B Suit	275.00	each
Saranex Suit	45.00	each

Fuel

*Diesel	2.50	gallon
*Gasoline	2.40	gallon
*Pre-Mixed Gas	2.60	gallon

*Fuel will be charged at the above rate, or current market price, whichever is higher

Gloves

Cotton	4.50	pair
PVC	3.50	pair
Neoprene	4.50	pair
Nitrile	1.50	pair
Latex	1.04	each
Latex	26.00	box of 25
Leather	8.50	pair
Viton	12.50	pair
Welder's	11.50	pair

Grinders

Electric	30.00	day
Pneumatic	45.00	day

Ladders

12' Tripod/Telestep	38.00	day
16' Extension	49.00	day
24' Extension	52.00	day
36' Extension	59.99	day
Jacobs Ladder	73.00	day

ACTI 2004 POSTED / EMERGENCY RESPONSE RATES

Plastic Sheeting

4 MIL Visqueen	63.00	roll
6-MIL Visqueen	75.00	roll
8-MIL Visqueen	85.00	roll
10-MIL Visqueen	100.00	roll

Saws

Chain Saw, Electric	50.00	day
Cut-Off Saw, Gasoline	65.00	day
Circular Saw, Electric	25.00	day
Power Hack Saw	30.00	day
Replacement Hack Saw Blades (Electric)	15.00	day
Skill Saw	25.00	day
Sawzall	35.00	day

Scaffolding

Aluminum Pop-Up 10' x 17'	390.00	day
Aluminum POP-UP 10' x 20'	390.00	day

Winches

1 Ton	25.00	day
2 Ton	40.00	day
3 Ton	50.00	day

MISCELLANEOUS SUPPLIES

1 " Air Hose, 50'	10.00	day
1" Water Hose, 10' - 50'	20.00	day
2" Acid Hose	40.00	day
3" Acid Hose	75.00	day
2" High Pressure Hose, 25'	40.00	day
2" Vac Discharge Hose, 25'	20.00	day
2 1/2" Fire Hose		35.00
3" Vac Discharge Hose, 25'	20.00	day
3" Vac Discharge Hose, 50'	50.00	day
4" Vac Discharge Hose, 25'	20.00	day
6" Vac Discharge Hose, 25'	20.00	day
18" Inflated Plug	300.00	day
2 Stroke Oil	3.50	quart
2 Stroke Oil	14.50	gallon
2 Stroke Oil	35.00	case
5 Gallon DOT Approved Buckets	15.00	each
5 Gallon Gasoline Containers	10.00	each
50' Electric Cord	10.00	day
5 Gallon Drum, DOT Approved	13.00	each

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ACTI 2004 POSTED / EMERGENCY RESPONSE RATES

MISCELLANEOUS SUPPLIES, continued

*Carbon Canister, Dual	500.00	day
*Carbon	81	lb.
(*odor control equipment is AQMD permitted; monitoring is not included in price quoted)		
Caution Tape	15.00	roll
Cement Mixer, Portable	100.00	day
Cement, Vinyl, 1 qt. can	18.00	each
Chainsaw, 16"	100.00	day
Chest Waders, Insulated	115.00	day
Chop Saw, Portable	50.00	day
Concrete Drill	75.00	day
Cutting Torch	50.00	day
Cutting Torch w/ Bottles	150.00	day
Decon. Brush	2.00	each
Digging Bar	2.00	day
Drinking Water	30.00	case
Driver Drill	25.00	day
Duct Tape	6.00	roll
Dust Mask	37.50	box of 25
Dust Mask	1.50	each
Ear Microphone, Vox, Explosion Proof	250.00	day
Ear Plugs	10.00	box
Eddie Valve, Fire Hydrant Meter	80.00	day
Electric Drill, 1/2"	50.00	day
Electric Impact 1/2"	50.00	day
End Dump Liners	50-00	each
Explosion Proof Flashlight	30.00	day
Explosion Proof Floodlight	60.00	day
Extension Cord	15.00	day
Eye Wash Station	30.00	day
Face Shield	6.00	each
Face Shield Bracket	4.00	day
Face Mask/Socks	2.75	each
Fencing, Portable		quoted per job
Finish Nailer	25.00	day
Fire Nozzle	5.25	day
First Aid Kit	15.00	day
Flashlight	9.00	each
Gatorade Drink Mix	9.00	box
Goggles	6.50	pair
Ground Cable	10.00	day
Hand Auger (for Sampling)	25.00	day
Hand Cleaner	21.00	v2, gal. can
Hand Cleaner	7.50	40 oz. can

ACTI 2004 POSTED / EMERGENCY RESPONSE RATES

MISCELLANEOUS SUPPLIES, continued

Hand Held Scraper	6.50	each
Hand Tools	10.00	day
Hand Wash Station	30.00	day
Hard Hat	7.00	day
Heater, BTU 150,000, plus Kerosene	50.00	day
Hedge Cutter, 42"	20.00	day
Hip Waders	45.00	day
Hole and Aug Drill	20.00	day
Hudson Sprayer	15.00	day
Impact Gun	75.00	day
Impact Wrench 1/2"	35.00	day
Industrial Carpet	135.00	roll
Industrial Mop	20.00	day
Jack Hammer	75.00	day
Lawn Mower	25.00	day
Lawn Mower, Industrial Grade	150.00	day
Leaf Blower	30.00	day
Life Jacket/Work Vest	84.00	each
Life Jacket/Work Vest	12.50	day
Light Stick	4.50	each
Long Handle Scraper	17.00	each
Machetes	3.50	day
Magnets, Ship Side	180.00	pair
Manhole Barricade (iron-like cage)	75.00	day
Manifest Forms	7.50	each
Meals	13.00	each
Motor Oil, 30 wt.	3.75	qt.
Motor Oil, Delo	3.75	qt.
Mutt Scraper	21.00	day
Paint Roller	4.00	each
Paint Sprayer	30.00	day
Pallet	30.00	each
Pallet Jack	35.00	day
Pelican Light w/Batteries	30.00	day
Per Diem Travel Allowance	105.00	day
PH Paper (I 00 strips 0- 1 4)	15.00	box
Pick	10.00	day
Pipe Cutter, 3"	10.00	day
Pitch Fork	2.00	day
Plastic Bags	65.00	roll of 50
Plastic Bags	97.50	roll of 75
Plastic Bags	1.30	each
Portable Restroom	65.00	day
Portable Sink	65.00	day
Power Hedger, 32", gas powered	50.00	day

ACTI 2004 POSTED / EMERGENCY RESPONSE RATES

MISCELLANEOUS SUPPLIES, continued

Tyvek Suit, Poly Coated	20.00	each
Vacuum Max	150.00	day
Vacuum Cleaner	75.00	day
Vermiculite	18.00	20# bag
Vermiculite	45.00	50# bag
Vibra Plate, Rarnmer	50.00	day
Wacker	60.00	day
Water Meter	75.00	day
Weed Abatement Trailer	300.00	day
Weed Eater	50.00	day
Weed Sprayer, 200 Gal.	80.00	day
Weeper Pipes, 51	5.00	day
Welding Machine	100.00	day
Wire Brush	20.00	day
Wheel Barrow	20.00	day
Wood Chipper/Debris	150.00	day
Zon Gun	250.00	day

Any equipment or material not listed will be billed at cost plus 15%



REQUIRED FORMS - EXHIBIT 1

Consolidated Fire Protection District of Los Angeles County
As-Needed Emergency Response Hazardous Materials Cleanup Services

Statement of Hourly Rates Costs, and Fixed Fees

Name of Business

ECOLOGY CONTROL INDUSTRIES

Address

19500 NORMANDIE AVENUE

City

TORRANCE

State

CA

Zip

90502

Contact Name

MICHAEL A. JEFFRIES

Phone

310-354-9999

Fax

310-354-6676

24 hr Contact Phone -

800-236-7324

Toll free number

800-236-7324

Business Days & Hours

OFFICE- M-F 8AM- 5PM / DISPATCH 24 HOURS 365 DAYS

1.0 State your service specialty:

ENVIRONMENTAL SERVICES/ HAZARDOUS WASTE TRANSPORTER/ EMERGENCY RESPONSE/ INDUSTRIAL CLEANING/ WASTE MANAGEMENT / BIN & TANK RENTAL

2.0 The hourly labor rates for this contract shall be*

Regular and hourly rate	SEE ATTACHED RATE SHEETS
Journey person	
Other:	
Emergency callout rates	
Journey person	
Other:	

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY
As-Needed Emergency Response Hazardous Materials Cleanup Services
STATEMENT OF FIXED FEES OR UNIT PRICES

aec6ces

Fixed Fee/Unit Price

SEE ATTACHED RATE SHEET

include fees that must be charged to customers (District) such as hazardous waste fees, disposal fees, shipping and handling fees, etc.

ECOLOGY CONTROL INDUSTRIES
TERMS AND CONDITIONS

Ecology Control Industries, Inc. (ECI) Terms and Conditions cover equipment, materials, and personnel provided and operated by ECI.

For the purposes of equipment pricing, a week is a 7-day charge; a day is a 24-hour charge; a shift is applicable for no more than 12-hours, and a month is 21 days.

Payment terms for services are net 30 days. Interest will be charged on overdue invoices at the rate of eighteen percent (18%) per annum.

- 0 All field labor and equipment are subject to a 4-hour minimum charge.
- 0 All rates portal to portal unless otherwise specified, any per them charges will be at applicable allowable government rates or cost plus ten percent (10%).

Decontamination Due to California state and federal requirements, ECI equipment must be decontaminated after every customer or waste stream usage. This may be performed at the customer's location or at an off-site facility. If performed on-site, the charges will be per ECIs time and materials rate. If ECI must go off-site, the charges will be at cost, plus twenty percent (20%) in addition to ECI time and materials rates.

Rates not listed on this schedule will be furnished upon request and will be added and agreed upon before work is performed.

- * Mileage will be charged to and from job sites in excess of fifty (50) mile radius.
- * All disposal will be at cost plus fifteen percent (1 5%).
- * Any subcontracted services or equipment will have a fifteen percent (15%) applied to cost to ECI. In the event that ECI equipment is not available, subcontracted equipment will be utilized and charged at the markup rate.

Certificates of Insurance will be furnished upon

- 0 Only ECI personnel are authorized to deliver, pick up or transfer portable tanks.

There is a 10-day minimum on all rental tanks.

Union affiliation: None

Rates are not subject to state or federal projects. New rates to be determined

ECOLOGY CONTROL INDUSTRIES, INC.
2005 Standard Rates
LABOR CLASSIFICATION

LABOR:

Straight Time (ST):

First eight (8) hours between 7:00 a.m. and 5:00 p.m., Monday through Friday.

overtime (OT):

Any time over eight (8) hours in a workday, any time before 7:00 a.m. or after 5:00 p.m. Monday through Friday, the first twelve (12) hours on a Saturday.

Premium Time (PT):

Any time over twelve (12) consecutive hours in a work day. All day on Sunday and the following holidays.

Holidays:

- New Years Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

Emergency Response:

Rates will be charged at 1.8 times the appropriate rate.

PERSONNEL

CLASSIFICATION.	STANDARD TIME	OVERTIME	PREMIUM TIME
DOT Driver	\$48.00	\$64.00	\$82.00
Environmental Technician	\$40.00	\$53.00	\$68.00
Foreperson	\$55.00	\$74.00	\$93.00
Equipment Operator	\$50.00	\$68.00	\$85.00
Leadperson	\$45.00	\$60.00	\$77.00
Field Chemist I	\$70.00	\$95.00	\$119.00
Senior Field Chemist	\$85.00	\$115.00	\$144.00
Health & Safety Coordinator	\$80.00	\$107.00	\$135.00
Operations Supervisor	\$85.00	\$115.00	\$145.00
Project Manager/Superintendent	\$100.00	\$135.00	\$170.00
Senior Project Manager	\$125.00	\$160.00	\$190.00

Subsistence/per Diem (above personnel) \$125.00/day

Ecology Control Industries

TRANSPORTATION EQUIPMENT

TRUCKS (OPERATED)	<u>SIT Per Hr</u>	<u>OIT Per Hr</u>	<u>P/T Per Hr</u>
Semi Flatbed / 40' Box Trailer	\$75.00	\$95.00	\$115.00
Camel / Sewer Jetter	\$165.00	\$195.00	\$215.00
SuperSucker includes 20'of 8" Hose	\$155.00	\$185.00	\$200.00
Truck Ramps	\$150.00/shift		

Flex Hose - 20' lengths
6" Flex Hose (SuperSucker) \$2.50/ft

<u>Delivery Trucks</u>			
Delivery Truck (Crown Tanks)	\$75.00	\$95.00	\$115.00
Delivery Truck (Poly Tanks) (w/o trailer)	\$75.00	\$95.00	\$115.00
Delivery Truck (Poly Tanks) (w/trailer)	\$75.00	\$95.00	\$115.00

<u>Roll-Off Trucks / End Dumps</u>			
End Dumps	\$75.00	\$95.00	\$115.00
<u>End Dump Liners</u>	\$30.00 each		
Roll-Off (3-axle)	\$75.00	\$95.00	\$115.00
Roll-Off (5-axle) (Rocketlauncher)	\$85.00	\$105.00	\$125.00

<u>Vacuum Trucks</u>	(includes 100 feet of hose-additional hose below)		
Vacuum Truck, Black Iron (12OBBL)	\$75.00	\$95.00	\$115.00
Vacuum Truck, Black Iron (38 to 5OBBL)	\$75.00	\$95.00	\$115.00
Vacuum Truck, Black Iron (70 BBL)	\$75.00	\$95.00	\$115.00
Vacuum Truck, Stainless (12OBBL)	\$85.00	\$105.00	\$125.00
Skid-Mounted Vacuum Unit (Un-operated)	\$600.00/day (includes hoses)		
Wash Outs	Cost plus 20%		

- *LAYOVER RATE \$150.00/Night
- "Loads held on trucks will be billed at 8-hours per day per 24 hour period"
- *Maximum holding time is 240 hours at an ECI facility"

<u>Vacuum Hose</u>	<u>25' lengths</u>
2" Suction/Discharge, Vacuum	\$12.00/shift
3" Suction/Discharge, Vacuum	\$17.00/shift
4" Vacuum Hose	\$40.00/day
Stinger	\$1.75/foot

TRUCKS (NON -OPERATE D)	<u>Rate</u>	<u>Um</u>
Pick-Up	\$16.00	Hour
Small Box Van	\$16.00	Hour
Stake Bed, Gear Truck	\$16.00	Hour
Van,15-Passenger	\$18.00	Hour
Emergency Response Unit	\$150.00	Hour

ECOLOGY CONTROL INDUSTRIES
BINS AND TANKS

<u>BINS</u>	<u>Rate</u>	<u>UM</u>
8-Yard, Open Top	\$10.00	Day
8-Yard, Closed Top	\$15.00	Day
10-Yard, Open Top	\$10.00	Day
15-Yard, Open Top	\$10.00	Day
15-Yard, Closed Top	\$15.00	Day
20-Yard, Open Top	\$10.00	Day
20-Yard, Closed Top	\$15.00	Day
40-Yard, Closed Top	\$20.00	Day
Sludge, 15-Yard (certified)	\$20.00	Day
Vacuum Bins (Intercept)	P.O.R	Day
<u>Bin Liners</u>		
8 yd bin	\$30-00	EA
20 yd bin	\$30.00	EA
40 yd bin	\$30.00	EA

PORTABLE STORAGE TANKS

Ten (10) day minimum rental on all tanks and a four (4) hour minimum on delivery

<u>Crown Tanks, Steel 55OBBL Capacitv (21k Gal.)</u>		
Standard, Easy Clean	\$32.00	Day
Standard, w/Napor Recovery Unit	\$32.00	Day
Standard, w/Heating Coils	\$45.00	Day
Standard, Easy Clean (lined)	\$40.00	Day
Acid & Corrosive Resistant (lined)	\$110.00	Day

South Coast Air Quality Management District(SCOMD) Permit for portable storage \$100/day

<u>Secondary Spill Containment</u>		
Spill Containment, Secondary	\$35.00	Day
Transportation/Assembly/Disassembly	\$95.00	Hour (4 hour Min)

ODOR CONTROL

Carbon Filters	Case by Case
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Polvethylene Tanks (Cylindrical, Upright Models)

<u>High Densitv Corrosive Resistant Crosslink</u>		
6,300-Gallon, Easy Clean (slant bottom)	\$25.00	Day

<u>Secondary Spill Containment</u>		
Spill Containment, Secondary	\$20.00	Day
Transportation/Assembly/Disassembly	\$95.00	Hour (4 hour Min)

ECOLOGY CONTROL INDUSTRIES

BOXES, DRUMS AND ACCESSPROES

DRUMS (WN-Rated)

<u>Poly Drums</u>	<u>RATE</u>	<u>UM</u>	<u>UN Rating</u>
5-Gallon, Poly (open top)	\$20.00	EA	1 H2N30/S
30-Gallon, Poly (open top)	\$35.00	EA	1 H2/X1 25/S
55-Gallon, Poly (open top)	\$45.00	EA	1 H2/X300/S
30-Gallon Poly (closed top)	\$40.00	EA	11-11IN1.8.100
55-Gallon, Poly (closed top)	\$40.00	EA	1H1N1.8.100
Salvage, 95 Gallon (open top)	\$190.00	EA	1 H2/X295/S
<u>Fiber Drums</u>			
20-Gallon, Fiber (open top)	\$25.00	EA	1 G2/X60/S
30-Gallon, Fiber (open top)	\$30.00	EA	1 G2/X75/S
55-Gallon, Fiber (open top)	\$40.00	EA	1 G2/Y238/S
<u>Steel Drums</u>			
5-Gallon, Steel (open top)	\$20.00	EA	
30-Gallon, Steel (open top)	\$50.00	EA	IA2/X255/S-IA2/YI.5/150
55-Gallon, Steel, Recon (open top)	\$40.00	EA	1 A2N1.2/1 00
55-Gallon, Steel, New (open top)	\$55.00	EA	IA2/X420/S-IA2NI.7/150
Salvage, 85 Gallon, Steel(open top)	\$125.00	EA	1A2/Y440/S
30-Gallon, Steel (closed top)	\$40.00	EA	1A1/Y1.4/300
55-Gallon, Steel (closed top)	\$50.00	EA	1A1/X1.4/300

Tri-Wall Boxes

DOT Cubic Yard Box	\$145.00	EA	1 1 G/X/DATE/USA
(includes liner, nails, straps, pallet)			

Fluorescent Tube Boxes

4 ' boxes	\$6.00	EA
6' 8' boxes	\$10.00	EA

Accessories

	<u>RATE</u>	<u>UM</u>
Hazardous Waste Manifest	\$2.00	EA
Labels, HazWaste	\$2.00	EA
Labels, Hazard Class DOT	\$1.00	EA
Drum Liners 24" X 36"	\$1.00	EA
Drum Liners 38" X 64"	\$2.00	EA
Portable Drum Scale	\$25.00	Day
Drum Dolly	\$15.00	Shift
Drum Crusher	\$50.00	Shift
Drum Grabber	\$45.00	Shift
Drum Stinger	\$10.00	Shift

PACKAGING MATERIALS

Absorbent (Vermiculite, 251b bag)	\$18.00	EA
Absorbent (Solid-a-sorb), 251b bag)	\$15.00	EA

ECOLOGY CONTROL INDUSTRIES
OPERATING EQUIPMENTAND ACCESSORIES

<u>BLOWERS/EXHAUST VENTILATOR EQUIP</u>	<u>COMMUNICATION EQUIPMENT</u>
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Coppus, CP-20 Blower	\$150.00/shift	Radio, Intrinsically Safe (portable)	\$50-00
6" Lamb Venturi (horn blowers)	\$75.00/shift	Telephone, Cellular (Nextel)	\$45.00
12" Lamb Venturi (horn blowers)	\$75.00/shift		
Electric Manhole Blower	\$125.00/shift		

VACS, PRESSURE WASHERS

C02 Blaster- Richmond Office	\$215.00/hr
HEPA Vacuum (small)	\$50.00/shft
Mercury VAC Cleaner	\$150.00/shift
Filter, Mercury VAC Cleaner	\$50.00/ea
Negative Air Unit	\$50.00/shft
Pressure Washer, Hot/Cold, 3,000 psi	\$45.00/hr
Shop Vac.	\$25.00/shift
Steam Cleaner, 550	\$75.00/hr
Portable Pressure Washer, gas	\$25.00/hr

Hvdro-Blasting Equipment

Hydro-Blaster, 10,000psi	\$110.00/hr
Hydro-Blaster, 20,000psi	\$125.00/hr

Hvdro-Blastinci Hose

Hose, 3/8" x 50' Hydroblast	\$10.00/shift
Hose, 1/2" x 50' Hydroblast	\$12500/shift
2OK/36K Hose	\$15.00/ea/hr

Hvdro-Blastincl Accesories

Mini Lance, 25', Stiff	\$15.00/hr
Shell Side Heat Exchanger Cleaner, (O.D.Machine) - 2 Arm	\$60.00/hr
Exchanger Rollers (set)	\$15.00/hr
Spin Jet	\$25.00/hr
Shell Cleaner	\$25.00/hr
MGV Valve (Multi-Gun Valve)	\$25.00/hr
Powerl-ance	\$40.00/hr
2OK/36K Guns	\$15.00/ea/hr
2OK/36K Interior Cleaning Equipment	\$25.00/hr
3D Hurricane Head	
Sock Filters	\$10.00/each
Filter, Impact Pullman 10	\$15.00/each

COMPRESSORS

185 C.F.M., Diesel Rotary	\$25.00/hr
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Generators

2 kw Generator	\$65.00/day
5 kw Generator	\$95.001day

HYDRAULIC EQUIPMENT

Power Unit	\$40.00/hr
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HYDRAULIC EQUIPMENT (accessories)

Hose, 1" x 50'	\$20.00/shift
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Pumps

1" Double Diaphragm	\$40.00/shift
2" Double Diaphragm-Stainless	\$95.00/shift
2" Double Diaphragm (M-8)	\$60.00/shift
3" Double Diaphragm (M-15)	\$75.00/shift
4"x6" Diesel Drive (trashpump)	\$25.00/hour
4" Hydraulic Submersible	\$80.00/shift

Hoses & Pipes

Hoses

Fresh Air, 3/4" x 50'	\$7.50/shift
Flex (20'), 4", 6", 8"	\$1.75/foot
Steam, 1/2" x 50'	\$10.00/shift
Steam, 3/4" x 50'	\$10.00/shift
Vacuum, 2" x 25'	\$15.00/shift
Vacuum, 3" x 25'	\$20.00/shift
Vacumm, 6" x 20'	\$40.00/day
Water, 1" x 50' (garden hose)	\$10.00/shift
Water, 1 - 1/2" x 50' (fire hose)	\$15.00/shift
Water,2-1/2" x 50' (fire hose)	\$15.00/shift

Pipes

6" x 10'	\$1.50/foot/shift
8" x 10'	\$1.50/foot/shift

Couplers & Fittings	\$1.50/foot/shift
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ECOLOGY CONTROL INDUSTRIES

BEATHING & MONITORING EQUIPMENT

\$ 75.00/man/shi-

FRESH AIR, BREATHING EQUIPMENT

Air Mask, Pressure Demand with Hose (100'/mask), safety lines & harness,

5-minute egress bottle (Level A)

30-Minute, Self Contained Breathing Appratus (SCBA) (Level B)
includes 1 - full face respirator mask

\$1 00.00/man/us

FRESH AIR, BREATHING EQUIPMENT (accessories)

30-Minute, Extra Bottle

1,800 Cubic Feet, 6-Pack Bottles	\$325.00
300 Cubic Feet Bottle	\$75.00
Hose, Fresh Air 3/4" x 50'	\$1 0.00/shift

Respirators

disposable Half Face Organic Respirators (OVAG-) \$20.00/each

• OVAG -Organic Vapor Acid Gas

Disposable Dust/Mist (paper type)	\$5.00/each
Respirator, Full Face, Cartridge Type**	\$35.00/shift
Respirator, Half Face, Cartridge	\$15.00/shift
Type**Includes one set of cartddges	

Cartridqes (3M)

Acid Gas (AG), 7252	\$15.00/pair
Ammonia, 7251	\$15.00/pair

Formadehyde,7275 \$15.00/pair

Hepa Filter, 2091 (1/2 face) \$7.50/pair

Hepa Filter, 7090 (full face) \$1 0.00/pair

Hepa Filter, W-3267-36 (PAPR, asbestos) \$20.00/pair

OV (Organic Vapor), 6001 (1/2 face) \$15.00/pair

OV (Organic Vapor), 7251 (full face) \$15.00/pair

OVAG (Organic Vapor Acid Gas), 6003 (1/2 face) \$15.00/pair

OVAG (Organic Vapor Acid Gas), 7253 (full face) \$15.00/pair

Mercury, 6009 \$20.00/pair

Multy Gas, 7276 (full face) \$15.00/pair

Multy Gas, 60926 (1/2 face) \$15.00/pair

METERING EQUIPMENT

Explosive 3-Gas (LEL, Oxygen, H2S) \$95.00/shift

Explosive 443as (LEL,Oxygen, H2S,Carbon Mono)dde) \$95.00/shift

Organic Vapor Analyzer (OVA), Flame Ionization Detector \$125.00/shift

Mercury Vapor Analyzer - Jerome Meter \$215.00/shift

Hydrogen Sulfide (1-12S) Monitor (personal) \$40.00/shift

Hydrogen Sulfide (H2s) Detector \$40.00/shift

High Volume Air Sampling Pump (for asbestos) \$40.00/shift

Haz Cat Kit \$25.00/hour

Clor-D-Tect (1,000 ppm) \$35.00/each

Draeger Pump Kit \$40.00/shift

Draeger Tubes (must be ordered)

*ECOLOGY CONTROL INDUSTRIES
OPERATING EQUIPMENT & CHEMICALS*

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<u>Excavation Equipment [(operated)]</u>	<u>ST/Hour</u>	<u>OT/Hour</u>	<u>PT/Hour</u>
Backhoe, John Deere 310	\$115.00	\$145.00	\$150-00
Backhoe, Ford 750	\$120-00	\$150-00	\$175.00

Backhoe, Ford 750, with Breaker	\$150.00	\$185.00	\$205.00
Backhoe, Ford 750 with Vibration Plate	\$150.00	\$185.00	\$205.00
Front End Loader, John Deere 544	\$120.00	\$150.00	\$175.00
Excavator, CAT 320	\$165.00	\$175.00	\$195.00
** Delivery Charge \$75.00/Hour ** ** 8 Hour Minimum First Day, 4 Hour Minimum after First Day **			

<u>LIGHTING</u>	<u>RATE</u>	<u>Um</u>
Flashlight, Explosion Proof	\$15.00	Shift
Mercury Vapor, 500-Watt	\$75.00	Shift
Mercury Vapor, 400-Watt Explosion Proof	\$55.00	Shift
Portable Light Stand	\$10.00	Shift
<u>Miscellaneous Equipment</u>		
Tripod, Man-Rated	\$125.00	Shift
Truck Ramps	\$75.00	Shift
Punt (12'aluminum boat), no engine	\$50.00	Day
Boat with motor	\$125.00	Day
Boat Trailer	\$85.00	Day
Personal Floatation Device	\$25.00	EA
Oil Spill Boom 8" Skirted	\$2.50	per ft/Day
Absorbant Boom - 8' X 1 O'X 4'	\$125.00	EA

<u>Chemicals</u>		
Acetic Acid	\$10.00	Qt
Antifoam Emulsion SWS 211 (40 lb box)	\$375.00	Box
Asbestos-Wet (Aqua-gro)(5 gal)	\$70.00	Gal
Citric Acid	\$5.00	Lb
Degreaser	\$15.00	Qt
Encapsulant, ACC 22-P(5 gal)	\$35.00	Gal
Encapsulant, BWE 3000 (55 gal drum)	\$20.00	Gal
Encapsulant, Fosters13-22 (5gal)	\$65.00	Gal
Encapsulant, Resid-Lock	\$70.00	Gal
Hexane (industrial)	\$25.00	Qt
Hexane (Nanograde)	\$95.00	Qt
Isoproyi Alcohol	\$10.00	Gal
Lime (calcium hydrated)	\$1.95	Lb
Mastic Remover (747)	\$20.00	Gal
Simple Green	\$10.00	Qt
Soda Ash	\$4.25	Lb
Sodium Hypchlorite 1% (bleach)	\$10.00	Gal
Spray Poly Asbestos Abatement (5gal)	\$250-00	EA
Trisodium Phosphate (TSP)	\$2.50	Lb

ECOLOGY CONTROL INDUSTRIES
OPERATING SUPPLIES

<u>OPERATING SUPPLIES</u>	<u>RATE</u>	<u>UM</u>
Absorbant Pads (100/case or bale)	\$90.00	Case
Absorbant Pads	\$1.50	EA
Absorbent, Solid-A-Sorb, 25# bag	\$10.00	EA
Absorbent, Vermiculite, 25# bag	\$15.00	EA

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Adhesive Spray	\$10.00	Can
Bag, poly, 24 x 36 (sm. drum liner)	\$1.00	EA
Bag, poly, 38 x 64 (1g. drum liner)	\$1.75	EA
Bag, Burlap, 40"	\$1.75	EA
Bailers, 36" Disposable Plastic	\$30.00	EA
Batteries, Flashlight (D cell)	\$2.00	EA
Batteries, Latern	\$8.00	EA
Blades, Razor Knife	\$3.50	EA
Blades, Stanley Carpet Knife	\$8.00	EA
Blades, Sawzall	\$3.50	EA
Booties, PVC-L	\$8.00	Pair
Boots, Chest Waders	\$110.00	Pair
Boots, Hip Waders	\$100.00	Pair
Boots, Hydo Blast with steel shank	\$75.00	Pair
Boots, Neoprene w/Steel Toe	\$55.00	Pair
Boots, PVC w/Steel Toe	\$25.00	Pair
Brush, Scratch	\$7.00	EA
Drum Stinger	\$15.00	Shift
Ear Plugs	\$1.00	EA
Faceshield (hardhat)	\$4.00	EA
Faceshield Bracket	\$3.00	EA
Flashlight, 2 Cell	\$12.00	EA
Gatorade	\$5.00	EA
Glasses, Safety	\$7.00	EA
Gloves, Cotton	\$3.00	EA
Gloves, Leather	\$5.00	EA
Gloves, Neoprene 12"	\$10.00	EA
Gloves, Neoprene 14"	\$10.00	EA
Gloves, Nitrile 12"	\$5.00	EA
Gloves, PVC 12"	\$4.00	EA
Gloves, Surgical (nitrile liners)	\$1.00	EA
Gloves, Surgical (100/box)	\$30.00	Box
Gloves, Viton	\$50.00	EA
Goggles, Safety	\$10.00	EA
Hard Hat w/ Liner	\$25.00	EA
Lanterns	\$20.00	EA
Lamps, Flashlight	\$5.00	EA
Lubricating Spray Pls,Zep	\$20.00	Can

ECOLOGY CONTROL INDUSTRIES
OPERATING SUPPLIES CONTINUED

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	<u>RATE</u>	<u>um</u>
Marker, GP-X (paint)	\$5.00	EA
Marker, Sharpie Fine Pt. Black	\$2.00	EA
Mop Head, Seco 32 oz #3805-32	\$35.00	EA
Paint, Spray Can	\$5.00	EA
Pump, Pogo	\$20-00	EA

Rags	\$3.00	Lb
Rags, Regular Clean up	\$2.00	EA
RainGear, Heavy Weight PVC	\$15.00	EA
Rope, Nylon 1/2" DOT	\$1.00	Foot
Saranex		EA
Sijal, Green Heavy PVC Suit	\$100.00	EA
Simple Green	\$10.00	QT
Sponges	\$5.00	EA
Suits, Chmrel HazMat C103	\$275.00.	EA
Tape, Caution	\$15.00	EA
Tape, Duct	\$10.00	EA
Tripod, Man-Rated	\$115.00/shift	EA
Truck Ramps	\$150.00/shift	EA
Tyvek Enviro Suit	\$115-00	EA
Tyvek, White, 1412 (w/o hood)	\$10.00	EA
Tyvek, White, 1414 (with hood/booties)	\$15.00	EA
Tyvek, Yellow	\$15.00	EA
Vest, Safety	\$5.00	EA
Visqueen, 4 mil	\$115-00	Roll
Visqueen, 6 mil	\$125.00	Roll
Visqueen, Ducting 6-mil 20" X 25'	\$50.00/25'	EA
Water, Drinking 1 gal	\$5.00	EA

ECOLOGY CONTROL INDUSTRIES
SAMPLING EQUIPMENT AND SUPPLIES

Bailer, Plastic, Disposable	\$10.00	EA	
Baster, Turkey Sampler	\$5.00	EA	
Beaker, Pyrex #1,000 250ml	\$5.00	EA	
Bottle, Sample Glass 16oz	\$5.00	EA	
Bottle, Sample Plastic 1 -gal (128oz)	\$10.00	EA	
Bottle, Sample Glass 1-gal (128oz)	\$15.00	EA	
Bottle, Sample Glass 32 oz	\$5.00	EA	
Bottle, Sample Plastic 16 oz	\$5.00	EA	
Bottle, Sample Plastic 32 oz	\$5.00	EA	
Bottle, Wash Poly 1,000 ml	\$10.00	EA	
Bowl, Mixing 3Quart	\$10.00	EA	
Calawassa, glass, disposable	\$20-00	EA	
Drum Thief, glass (220ml), disposable	\$10.00	EA	
Foam Shipper w/btls TF 804 (4 bt)	\$10.00	EA	DOT-E-10755
Foam, Expanding	\$10.00	EA	
Funnel, Drum (Sparkletts)	\$15.00	CAN	
Funnel, Polyethylene #F7450-2	\$10.00	EA	
Jar, Sample Glass 32 oz	\$55.00	EA	
Jar, Sample Plastic 16oz	\$25.00	EA	
Jar, Sample Plastic 32oz	\$5.00	EA	
Lens Cleaner, Paper	\$10.00	EA	
Pipettes	\$1.00	EA	
Sampler, Split Spoon Soil	\$5.00	EA	
Sampler, Split Spoon Soil	\$5.00	EA	
Scoop, Sampling Metal	\$5.00	EA	
Scoop, Sampling Plastic 4oz	\$1.00	VL	
Sludge Judge (15') Reusable	\$25.00	Shift	
Spatula, Sampling	\$15.00	BX	
Testing Paper, Lead Acetate	\$2.00	EA	
Testing Paper, PH	\$1.00	EA	
Tube, Test Disp Cent 17 X 122 mm 1	\$1.00	EA	
Tube, Test Culture Screw Cap 13 X 1	\$1.00	EA	
Tube, Test Culture 16 X 125 mm	\$5.00	EA	
Vials, Sample - Teflon 1 0ml	\$25.00	Shift	

ECOLOGY CONTROL INDUSTRIES
ASBESTOS SUPPLIES & EQUIPMENT

REQUIRED FORMS - EXHIBIT 1

Consolidated Fire Protection District of Los Angeles County
As-Needed Emergency Response Hazardous Materials Cleanup Services

Statement of Hourly Rates, Costs, and Fixed Fees

Name of Business United Pumping Service, Inc.

Address 14000 E. Valley Blvd.

City Industry **State** CA **Zip** 91746

Contact Name Robert Pina/Sales Manager

Phone 626/ 961-9326 **Fax** 626/ 336-7734

24 hr Contact **Toll free number**
Phone 626/ 961-9326

Business Days & Hours 24-Hr. Service:-7,days a week

1.0 State your service specialty:
24-Hr. Emergency Spill Response Cleanup

2.0 The hourly labor rates for this contract shall be:

Regular and hourly rate	\$
Journey person	\$ 51.00
Other:	\$ 37.00
Emergency callout rates	\$
Journey person	\$ 62.00
Other:	\$ 48.00

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Weekend, holiday, and/or night rate	\$
Journey person	\$ 73.00
Other:	\$ 59.00

Other fixed fees or unit prices

Attach a fee schedule

Are rates portal-to-portal '2 ☒ Yes ☐
No

Materials/parts markup percentage (maximum allowed 15%) 15 %

Subcontracted work markup percentage (maximum allowed 15%) 15 %

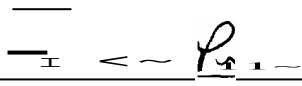
F.O.B. Destination -Prepaid freight and add as a separate item on the invoice.

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rates and fees must include all overhead, insurance, benefits, and profit. All prices submitted will be considered as included all applicable taxes, hazardous waste disposal, cleanup costs, unless stated separately above. Hourly rates quoted above shall remain valid for the duration of the contract. (Fee increases governed by corporate headquarters or government agencies, e.g., AQMD, Public Works, Toxic Substances Control will be accepted in the form of a letter from contract vendor.

By Robert Pina
Print Name

Title Sales Manager

Signature 

Date August 19, 2005

REQUIRED FORMS- EXHIBIT 1 A

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY
As-Needed Emergency Response Hazardous Materials Cleanup Services
STATEMENT OF FIXED FEES OR UNIT PRICES

Firm Name: United Pumping Service, Inc.

Services

Fixed Fee/Unit Price

_____ \$

Please see attached Rate Schedule

_____ \$

_____ \$

_____ \$

_____ \$

_____ \$

_____ \$

_____ \$

_____ \$

_____ \$

_____ \$

_____ \$

_____ \$

_____ \$

_____ \$

Include fees that must be charged to customers (District) such as hazardous waste fees, disposal fees, shipping and handling fees, etc.

HOURLY RATES FOR OPERATED EQUIPMENT - INCLUDES OPERATOR

ITEM NO.	EQUIPMENT	STRAIGHT TIME	*OVERTIME	"HOLIDAY
*101	Vacuum Truck,	50 BBLs Mild Steel \$ 62.00	\$ 78.00	\$112.00
* 102	Vacuum Truck,	50 BBLs Stainless Steel \$ 65.00	\$ 81.00	\$115.00
* 103	Vacuum Truck,	120 BBLs Mild Steel \$ 68.00	\$ 84.00	\$118.00
* 104	Vacuum Truck,	120 BBLs Stainless Steel \$ 72.00	\$ 88.00	\$122.00
* 105	Vacuum Truck,	60 BBLs Kesite Lined \$ 88.00	\$104.00	\$138.00
*114	Vacuum Truck,	120 BBLs Fiberglass Lined \$ 95.00	\$111.00	\$145.00
* 107	Vacuum Truck,	142 BBLs 3-Compartment Stainless Steel \$105.00	\$121.00	\$155.00
119	Water Truck	\$ 62.00	\$ 78.00	\$112.00
* 108	45' Enclosed Van	\$ 68.00	\$ 84.00	\$118.00
* 109	48' Drop Deck	\$ 68.00	\$ 84.00	\$118.00
*110	End Dump Truck	\$ 68.00	\$ 84.00	\$118.00
131	Dump Truck 2-Axle	\$ 62.00	\$ 78.00	\$112.00
111	Roll-off Truck	\$ 68.00	\$ 84.00	\$118.00
112	Roll-off Truck and Trailer (Tandem)	\$ 80.00	\$ 96.00	\$130.00
*115	Vactor/Guzzler-Heavy Industrial Vacuum	\$125.00	\$141.00	\$175.00
*117	Combination Vactor/Jetter Truck	\$140.00	\$156.00	\$190.00
* 124	Vactron	\$ 70.00	\$ 86.00	\$120.00
492	Rodder Truck	\$100.00	\$116.00	\$150.00
116	John Deere 555 Crawler Loader/Backhoe/Cat 950 Loader transport	\$90.00	\$106.00	\$140.00

** IMPORTANT: SEE NOTES ON NEXT PAGE

HOURLY RATES FOR OPERATED EQUIPMENT - INCLUDES OPERATOR

ITEM NO.	EQUIPMENT	STRAIGHT TIME	*OVERTIME	HOLIDAY
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NOTES:

Prevailing Wage Surcharge

\$ 20.00/hr.

When Prevailing Wage Rates or Davis Bacon Wage Rates Apply: There will be an additional charge of \$20.00 per hour for all personnel and/or operated equipment.

***Overnight demurrage** on vacuum trucks, end dumps, drop deck, and dry vans **\$250.00/day**

717 Fuel Surcharge 8% of Trucking Charges

Overtime: Overtime applies to vehicles listed above
From Friday Midnight through Sunday Midnight

Holidays are listed on Page 3

All charges are computed on a portal to portal basis from our City of Industry Terminal.
A four hour minimum applies to all equipment and personnel called out.

Traffic Control Equipment

A. Operated

125	Cushion Truck	\$90.00	\$106.00	\$140.00
126	C.M.S. Truck (changeable Message Sign)	\$90.00	\$106.00	\$140.00

B. Unoperated

127	Arrow Board	\$ 60.00/day
128	Traffic Cones	\$ • 60/day/ea.
129	Traffic Signs	\$ 3.50/day/ea.

**HOURLY RATES FOR UNOPERATED EQUIPMENT - OPERATOR BILLED
SEPARATELY**

ITEM NO.	EQUIPMENT	RATES
<u>PERSONNEL/EMERGENCY RESPONSE UNITS</u>		
152	Pick-up Truck	\$ 18.00/hr
153	Utility Truck (E.R.)	\$ 39.00/hr
154	Company Auto	\$ 15.00/hr
155	Stakebed Truck W/Liftgate	\$ 24.00/hr
157	Biowaste Trailer	\$1 00.00/day
120	45' Spill Reaction Trailer	\$ 95.00/hr
<u>LOADING/EXCAVATING EQUIPMENT</u>		
200	John Deere 555 Crawler/Loader	\$ 60.00/hr
201	950 B Loader	\$ 95.00/hr
202	446 Backhoe	\$ 60.00/hr
203	Backhoe Breaker or Compactor Attachment	\$260.00/dy/ea.
197	Excavator (Cat 330)	\$ 95.00/hr.
268	Mini Excavator	\$.50.00/hr.
204	Bobcat Loader with Trailer	\$ 39.00/hr
205	Bobcat Loader Auger Attachment	\$ 90.00/day
206	Bobcat Loader Sweeper Attachment	\$ 90.00/day
207	Bobcat Loader Backhoe Attachment	\$ 90.00/day
198	Bobcat Loader Grapppler Attachment	\$ 90.00/day
208	Bobcat Loader Breaker Attachment	\$125.00/day
269	Mini Bobcat w/ trailer	\$ 35.00/hr.
270	Mim Bobcat Trencher Attachment	\$ 80.00/day
271	Mini Bobcat Auger Attachment	\$ 80.00/day
211	Shovel, push broom, squeegee, or scraper	\$ 5.00/day
225	Wheel Barrow	\$ 13.12/day

CORING/SAMPLING EQUIPMENT

264	Concrete Coring Machine (6" max. dia.)	\$150.00/day
265	Hand Auger (excluding brass sleeves)	\$ 25.00/day
266	Brass Sample Sleeve	\$ 4.00/ea.

ITEM NO.	UNOPERATED EQUIPMENT	RATES
213	Forklift (4000 thru 6000 lbs. capacity)	\$ 24.00/hr
214	Forklift (10,000 thru 12,000 lbs. capacity)	\$ 28.00/hr
215	Manlift (telescopic boom, 60 ft. max.)	\$ 418.00/day
21	Manlift (scissor style)	\$151.22/day
21	110-150 CFM Air Compressor	\$120.00/day
255	9.2 CFM Air Compressor	\$ 60.00/day
253	Oil /Water Skimmer	\$175.00/day
218	Extension Ladder 28'	\$ 32.00/day
21	Folding Ladder 32'	\$ 37.95/day
22	Folding Ladder 8'	\$ -16.00/day
256	Plasma Cutter	\$120.00/day
221	Cutting Torch	\$ 90.00/day
22	Chain Saw (16')	\$ 88.55/day
223	Portable Sandblaster	\$236.61/day
22	Portable Heater	\$ 53.13/day
22	Misc. (ropes, buckets, wrenches)	\$ 40.00/day
227	Drum Crusher	\$ 39.00/hr
228	Concrete Saw (includes 1 -blade)	\$250.00/day
267	Gas Cut Off Saw	\$ 90.00/day
229	Hydraulic Drum Turner	\$ 75.00/day

ITEM NO.	UNOPERATED EQUIPMENT	RATES
230	Gasoline Soil Tamper	\$104.07/day
231	Jack Hammer (electric)	\$ 90.00/day
232	Jack Hammer (air activated)	\$ 50.00/day
233	Rivet Buster/Chipper including I bit	\$ 50.00/day
234	Rivet Buster/Chipper Extra Bits	\$ 15.00/ea
235	Rotary Hammer	\$ 50.00/day
240	Hazcat Test	\$ 55.00/test
241	Hazcat Kit	\$150.00/day
23	Roll-About Tool Box (includes assorted tools)	\$200.00/day
237	Sawsall	\$ 25.00/day
239	Crane (I 5 Ton)	\$ 75.00/hr
210	10 K Generator	\$ 90.00/day
243	3.6 K Generator	\$ 60.00/day
245	3 Inch Trash Pump	\$ 46.00/day
24	Wilden M Series Diaphragm. Pump	\$ 85.00/day
248	1 1/2" Submersible Pump	\$ 35.00/day
842	Disposable Hand Pump	\$ 17.50/each
260	Bypass Plug 1 1/2"-4"	\$ 5.00/day
261	Bypass Plug 4 1/2"-12"	\$ 26.00/day
26	Bypass Plug 13"-24"	\$ 94.00/day
263	Bypass Plug 25"-40"	\$ 94.00/day
250	Auxiliary Lighting - Excluding Power Source	\$ 50.00/day/ea
251	Portable Light Plant	\$116.67/day
252	Portable Truck Scales	\$250.00/day
257	Fire Hose 50'x2 1/2"	\$ 12.50/day
258	Discharge Hose 25'x3"	\$ 5.00/day

PERSONNEL HOURLY RATES

ITEM NO.	STAFF POSITION	*STRAIGHT TIME	"OVER TIME	***DOUBLE TIME
300	Environmental Safety Coordinator	\$ 61.00	\$ 72.00	\$ 83.00
301	Supervisor/Equipment Operator	\$ 51.00	\$ 62.00	\$ 73.00
302	Technician	\$ 37.00	\$ 48.00	\$ 59.00
303	Analytical Chemist	\$ 62.00	\$ 82.00	\$102.00
304	Administrative Clerk	\$ 28.00	\$ 38.00	\$ 48.00
305	Industrial Hygienist	\$ 95.00	\$105.00	\$115.00
306	Project Manager	\$ 61.00	\$ 72.00	\$ 83.00
307	Lead Technician	\$ 41.00	\$ 52.00	\$ 63.00

*Straight Time is defined as the first 8 hrs. worked between the hours of 7:00 A.M. TO 5:00 P.M., Monday through Friday.

**Overtime is any period worked more than 8 hrs. and less than 12 hrs. between 7:00 A.M. and 5:00 P.M. Monday through Friday/ and any period prior to 7:00 A.M. or after 5:00 P.M. Monday through Friday,/and the first 12 hrs. worked Saturday.

* "Double Time is any period worked in excess of 12 hours Monday through Saturday and all of Sunday.

*** All charges are computed on a portal to portal basis from our City of Industry Terminal. A four hour minimum applies to all equipment and personnel called out.

NOTE: **Prevailing Wage Surcharge** **\$20.00/hr.**

When Prevailing Wage Rates or Davis Bacon Wage Rates Apply: There will be an additional charge of \$20.00 per hour for all personnel and/or operated equipment.

ITEM NO.	UNOPERATED CLEANING EQUIPMENT	RATES
489	Jetter Unit (towable)/ 4,000 P-S-1. wash unit	\$ 60.00/hr
488	Hydrotech High Pressure Wash Unit	\$ 50.00/hr
402	Steam Cleaner	\$ 35.00/hr
411	Pressure Washer 3600 P.S.I. Hot Water	\$175.00/day
209	Pressure Washer 2500 – 3000 P.S.I.	\$120.00/day
403	Mercury Vacuum (Heppa Vac)	\$120.00/day
412	Wet Dry Vacuum - 16 gal.	\$ 20.00/day
413	Dustless bead blaster	\$ 70.00/hr
414	Hard Boom	\$ 4.50/ft./day
41	Punts (small boat)	\$250.00/day

ITEM NO.	UNOPERATED SAFETY EQUIPMENT	RATES
500	Bottled Air, 300 cu. ft. cylinder	\$ 45.00/day
501	Self-Contained 60 Minute Scott Air Pack	\$110.00/day
502	Extra 60 Minute Scott Air Cylinder	\$ 25.00/day
503	Self-Contained 30 Minute Scott Air Pack	\$ 90.00/day
504	Extra 30 Minute Scott Air Cylinder	\$ 20.00/day
505	300 Cubic Feet or 60 Minute Cylinder Recharge	\$ 30.00/cylinder
506	30 Minute Cylinder Recharge	\$ 25.00/cylinder
507	Hazardous/Acid Suit (Level A)	\$225.00/day
508	Hazardous Suit (Level B)	\$ 85.00/day
509	Positive Pressure Mask W/Egress, and air line	\$ 55.00/day
409	Tripod Manlift	\$ 40.00/day
510	Lifeline and Safety Harness	\$ 35.00/day
404	Air Monitor	\$ 65.00/day
511	Dual Cartridge Half-Face Respirator	\$ 12.00/day
512	Dual Cartridge Full-Face Respirator	\$ 25.00/ea
837	Respirator Cartridges	\$ 8.50/cart.
513	Racal-Respirator	\$ 72.00/day
514	Cartridges for Racal-Respirator	\$ 38.00/pair
40	Air Blower (electric)	\$ 35.00/day
415	Venturi Air Blower (air compressor included)	\$140.00/day
405	Draeger Tester Pump	\$ 15.00/day
407	Draeger Test Tubes	\$ 7.00/ea
520	Confined Space Gear	\$250.00/per day per crew

ITEM NO.	EQUIPMENT RENTAL RATES	RATES
600	Roll-off bin (rental) 10- 1 5 yard bins	\$ 6.00/day
601	Roll-off bin (rental) 20-40 yard bins	\$ 8.5 0/day
857	Roll-off bin liner	\$ 25.00/each
860	Bin Dewater Liners: Regular	\$520.00/each
861	Bin Dewater Liners: Super Depac	\$720.00/each
862	Bin Dewater Liners: Black Screen Depac	\$620.00/each
606	Portable Black Iron Tank-Skid Mounted (Rental) (7500 - 1 0,000 gals.)	\$ 18.50/day _
603	Roll-off bin (delivery - 50 mile radius)	\$177.00/ea
604	Overnight Demurrage on Vacuum Tanker, End Dump, or Dry Van	\$250.00/day
605	Ramp Rental	\$ 10.00/pair/day

DISPOSAL CHARGES

700	Disposal Charges: All disposal rates are charged at cost plus a 10% service charge
701	Disposal Service Charge: 1 0%
702	U.P.S. Washout: If United Pumping Service, Inc., washout is used: \$150.00 for hazardous waste \$ 90.00 for non-hazardous. waste

LAB DRATORY CHARGES

859	Laboratory charges: Cost Plus 15%
703	URS profile charge - \$60.00 (Administrative)

CONSUMMABLES

798	Cement - Regular (90 lb. Bag)	\$ 1 1.00/each
799	Cement - Ready Mix (60 lb. Bag)	\$ 4.58/each
801	Rubber Gloves	\$ 5.50/pair
846	Gloves - Viton (For Pcb's)	\$ 57.00/pair
800	Disposable Tyvek Suit	\$ 9.00/each
827	Disposable Tyvek Suit (poly)	\$ 12.00/each
828	Saranex Suit	\$ 15.00/each
849	Sigel Suit (Acid Suit)	\$ 47.00/day
850	Hazardous Atmosphere Enviro Suit	\$125.00/day
848	Rain Gear - Heavyweight	\$ 22.00/each
851	P.P.E. (gloves, tyvek, and respirator)	\$ 35.00/day/person
803	Absorbent	\$ 7.50/bag
804	Hazorb Pillow	\$ 6.23/each
805	Sorbent Pads	\$ 85.00/bale
806	Sorbent Booms	\$180.00/bale
808	95-gallon Overpack Poly Drum (new)	\$175.00/each
809	85-gallon Overpack Poly Drum (used)	\$125.00/each
814	55-gallon D.O.T. Poly Open Top Drum (new)	\$ 70.00/each
810	55-gallon D.O.T. Poly Drum Open Top (used)	\$ 45.00/each
811	55-gallon D.O.T. Poly Closed Top Drum (used)	\$ 45.00/each
819	30-gallon D.O.T. Poly Drum (new)	\$ 60.00/each
812	30-gallon D.O.T. Poly Drum (used)	\$ 37.50/each
818	15-gallon Poly Drum	\$ 25.00/each
807	85-gallon Overpack Steel Drum (used)	\$ 110.00/each

Consummables Continued:

841	Rags	\$ 55.00/box
843	Subsistence: (No Layover - 8 hr. period)	\$ 8.00 meal/per man
844	Subsistence (with Layover)	\$ 80.00/man
845	Portable Eyewash	\$ 20.00/day
85	Chlor-D-Tects	\$ 15.00/each
857	Roll Off Bin Liner	\$ 25.00/each
858	Hudson Sprayers	\$ 36.19/each
860	Bin Dewater Liners: Regular	\$520.00/each
861	Bin Dewater Liners: Super Depac	\$720.00/each
862	Bin Dewater Liners: Black Screen Depac	\$620.00/each
863	Kleen Green	\$ 10.03/gal.
865	Sand Bag	\$ 3.50/each
866	Disposable Flex Hose - 6"	\$ 2.00/ft.
867	Disposable Flex Hose - 4"	\$ 1.501 ft.

OUTSIDE SERVICES OR EQUIPMENT RENTAL

870 Cost Plus 15%

NOTES:

Repair or replacement costs shall be charged for equipment damaged by customer.

Minimum charge of four (4) hours is applicable to all equipment and personnel.

All personnel are radio-equipped with hand-held units.

TERMS:

Net 30 days with approval of credit otherwise C.O.D. Service Charge of 1 1/2% is charged against past due accounts.

Community Business Enterprise Program Information Summary

This information was gathered for statistical purposes only. On final analysis and consideration of award, selection was made without regard to gender, race, creed, or color.

FIRM INFORMATION		United Pumping Services, Inc.		Advanced Cleanup Technologies, Inc.		Ecology Control Industries	
		% of Ownership		% of Ownership		% of Ownership	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female
	Black/African American						
	Hispanic/Latino	99%	1%	100%			
	Asian or Pacific Islander						
	American Indian						
	Filipino						
	White					100%	
		Number*		Number		Number	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female
	Black/African American						
	Hispanic/Latino	6	1	1			
	Asian or Pacific Islander						
	American Indian						
	Filipino						
	White				1	1	
		Number		Number		Number	
Managers	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female
	Black/African American			2		1	
	Hispanic/Latino			4		3	2
	Asian or Pacific Islander			1			
	American Indian						
	Filipino						1
	White	2		1		4	2
		Number		Number		Number	
Staff	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female
	Black/African American		1	4		1	1
	Hispanic/Latino	95	7	113	11	4	2
	Asian or Pacific Islander				3		5
	American Indian					1	1
	Filipino	1	1			4	
	White	2	2	30	4	15	
Total # of Employees		118		175		450	
Business Structure		Corporation		Corporation		Corporation	
Certified as Minority, Women, Disadvantage or Disabled Veteran Business Enterprise?		Yes		Yes		NO	
Certifying Agency		City of Los Angeles		Supplier Clearinghouse			
		Metropolitan Transportation Authority County of Los Angeles					

*Data not available